

STATE OF NEW HAMPSHIRE  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

BOW EDUCATION ASSOCIATION, NHEA/NEA	:	
	:	
Petitioner	:	
	:	
and	:	CASE NO. T-0265;1
	:	
BOW, NEW HAMPSHIRE SCHOOL BOARD	:	
	:	
Respondent	:	DECISION NO. 81-12
	:	

APPEARANCES

Representing the Bow Education Association:

Michael Brubaker, NHEA/NEA  
Anne Richmond, Esq., NHEA/NEA  
Harvey K. Black, Jr., BEA  
Patricia E. Hammond, BEA  
Barbara Vitale, BEA

Representing the School Board: ~

Alan Hall, Esq., Counsel ~  
Anthony Paradis, Superintendent  
John T. Lyford, Principal  
Steve O'Neil, Principal

BACKGROUND

The Bow Education Association on September 8, 1980 filed a petition for modification of the certified unit to include the position of Business Education teacher (now called, "typing" teacher).

The School Board through its Counsel, Attorney Hall, filed exceptions to the petition on the basis that the Business, or Typing, teacher position was neither full time nor half time.

A hearing on the request for modification was held in the PELRB office on November 20, 1980, all parties presented written and oral testimony relative to the case.

FINDINGS

-- On September 29, 1976, after the conduct of an election by PELRB, the Bow Education Association, NHEA/NEA was certified as the exclusive representative for the following:

"All full-time and half-time teachers (half-time teachers are defined as only those teachers working at least one-half of the day for the entire school year or at least one-half of the days of the school year), including Art, Music, Physical Education, Resource Center Coordinator, Guidance Counselor, Educational Health Specialist; excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrator Assistant, and all other administrative personnel, all clerical, custodial and lunch staff, part-time employees, teacher aides and all other employees of the Bow School District."

-- The Master Agreement by and between the Bow School Board and the Bow Education Association in effect through June 30, 1981, Article I, Recognition, defines the unit as above and further states that:

"This Agreement applies only to those professional employees that are specified above as being represented by the Bow Education Association."

-- Full-time teachers in the Bow School District work a 7 hour and 10 minute school day (from 8:00 a.m. to 3:10 p.m.), must attend parent/teacher conferences, teacher workshops, school visitation and have playground duty once every seven weeks. Also, full-time teachers and half-time teachers received personal and sick days whereas part-time teachers receive no benefit.

-- The typing teacher teaches three periods per day with the 1st period beginning at 8:45 a.m. and the last period ending at 11:10 p.m. for a total of three hours and twenty-five minutes.

-- The typing teacher is not required to attend parent/teacher conferences, workshops, school visitation; she does not have playground duty and does not accumulate personal or sick days.

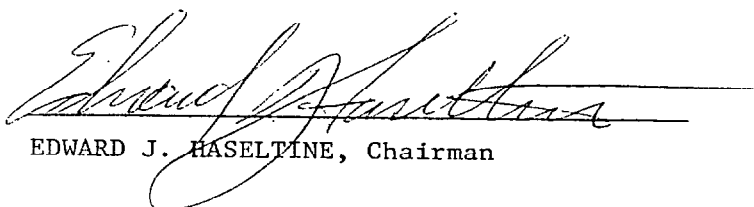
-- The typing teacher with full knowledge of the salary, terms and conditions did sign an agreement with the Bow School District for employment.

#### DECISION AND ORDER

After careful review of the exhibits, oral and written testimony in evidence at the November 20, 1980 hearing, the Public Employee Labor Relations Board finds that:

1. The typing teacher position does not fall under the recognition clause in the existing agreement by and between the School Board and the Association

2. The Association failed to meet the burden of proof for inclusion as half-time teacher.
3. The subject of inclusion in the bargaining unit is a proper subject for negotiations between the parties.
4. The modification petition is hereby dismissed.



EDWARD J. HASELTINE, Chairman

Signed this 18th day of May, 1981

By unanimous vote. Chairman Haseltine presiding; present and voting, members Osman and Hilliard. Also present, Executive Director, Evelyn C. LeBrun.